

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**DESIGNATION FORM**

*(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)*

Address of Plaintiff: 303 Falcon Lane, Apt. 102, West Chester, PA 19382

Address of Defendant: 1646 West Chester Pike, Suite 31, West Chester, PA 19382

Place of Accident, Incident or Transaction: 1646 West Chester Pike, Suite 31, West Chester, PA 19382

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when *Yes* is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/>            |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 10/24/2019

*Edward C. Sweeney*  
Must sign here  
Attorney-at-Law / Pro Se Plaintiff

**64565**

Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☒ 11. All other Federal Question Cases  
(Please specify): violation of ADA/ADAAA

**B. Diversity Jurisdiction Cases:**

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_
- ☐ 7. Products Liability
- ☐ 8. Products Liability - Asbestos
- ☐ 9. All other Diversity Cases  
(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

*(The effect of this certification is to remove the case from eligibility for arbitration.)*

I, Edward C. Sweeney, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☒ Relief other than monetary damages is sought.

DATE: 10/24/2019

*Edward C. Sweeney*  
Sign here if applicable  
Attorney-at-Law / Pro Se Plaintiff

**64565**

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

JS 44 (Rev. 02/19)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

REBECCA EARLEY

303 Falcon Lane, Apt. 102, West Chester, PA 19382

(b) County of Residence of First Listed Plaintiff Chester

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Edward C. Sweeney, Esquire, Wusinich &amp; Sweeney, LLC

231 Welsh Pool Rd., Suite 236, Exton, PA 19341

610-594-1600

**DEFENDANTS**ALARM FUNDING ASSOCIATES, LLC, d/b/a Alarm Funding Assoc.  
1646 West Chester Pike, Suite 31, West Chester, PA 19382County of Residence of First Listed Defendant Chester

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input checked="" type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. 1331 &amp; 1341; 42 U.S.C. Sec. 2000e-5; 42 U.S.C. Sec. 12101, et seq.

Brief description of cause:

Violation of Americans with Disabilities Act as amended by Americans with Disabilities Act Amendments

**VII. REQUESTED IN COMPLAINT:**
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

10/24/2019

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE



Dismissal and Notice of Rights dated 8/5/19 and is filing this action within 90 days of receipt of said document. See Exhibit A attached hereto.

**FACTUAL ALLEGATIONS**

4. Plaintiff Rebecca Earley (“Plaintiff”) is an adult Chester County resident living at 303 Falcon Lane Drive, Apartment 102, West Chester, PA 19382.

5. Defendant Alarm Funding Associates, LLC, d/b/a Alarm Funding Associates (“Defendant”) is a Pennsylvania limited liability company with an office located at 1646 West Chester Pike, Suite 31, West Chester PA 19382, and with a service address of 113 East Evans Street, Suite D-1, West Chester, PA 19380.

6. Plaintiff began working for Defendant on February 14, 2018.

7. Plaintiff was hired as an accounting representative for Defendant earning \$16.83 an hour.

8. Plaintiff informed Defendant in her early weeks of employment that she had post-traumatic stress disorder (“PTSD”).

9. Plaintiff’s PTSD is a disability as defined by the ADA, as amended by the ADAAA.

10. Plaintiff was assigned (for about one hour a day) to help answer the phones for the receptionist.

11. Additionally, because the receptionist was out sick for several days, Plaintiff was assigned to this job for the whole shift.

12. Defendant knew of Plaintiff’s condition.

13. Anyone who answered phones at Defendant’s business took a lot of angry calls from customers.

14. Plaintiff’s PTSD was exacerbated by the irate calls.

15. Plaintiff asked for help (reasonable accommodation) from management because she was having panic attacks during the week the receptionist was out sick (Monday, July 9, 2018 to Friday, July 13, 2018).

16. Initially, a Human Resource rep, Carolyn, called Plaintiff into her office during one of her panic attacks and tried to help her through her problem, but only exacerbated the situation when she closed the door and blocked the exit.

17. Plaintiff indicated she needed to leave and left the workplace for several days.

18. Plaintiff did this because of the panic attack she was experiencing.

19. Plaintiff kept daily contact with the company advising them of what treatment she was receiving.

20. Plaintiff was out of the office from Monday, 7/16/18, until the next Wednesday, 7/25/18.

21. Plaintiff updated the Defendant as to her status during this time.

22. When Plaintiff returned to work on 7/25/18, she worked a couple of hours and was called into the office by Carolyn.

23. Manager Greg Nailor was also in Carolyn's office.

24. Carolyn and Mr. Nailor sat down with Plaintiff and Mr. Nailor told her he could not accommodate her restrictions and they had to let her go.

25. Carolyn and Mr. Nailor then sent Plaintiff out to get her belongings.

26. Plaintiff avers in this case that there was a duty to accommodate her.

27. Plaintiff told the Defendant's management and/or Human Resources officials that she had a disability and she asked for help.

28. There was no engagement of an interactive process.

29. Defendant fired Plaintiff because of Plaintiff's disability and/or its unwillingness to provide her with accommodations.

30. Additionally, the undue hardship standard is a heightened standard that is not easy for the Defendant to meet and is not applicable.

31. Additionally, Defendant retaliated against Plaintiff's request for accommodation by firing her.

32. No interactive process was engaged by Defendant.

33. Defendant's conduct was because Plaintiff asked for accommodation under the ADA/ADAAA or PHRA, was because of discrimination as defined in the ADA/ADAAA or PHRA, was in retaliation for Plaintiff's reporting her ADA/ADAAA or PHRA disability and/or for asking for help (accommodation).

34. At all relevant times, Defendant's Human Resource Department was acting in a managerial capacity.

35. Defendant knew of Plaintiff's disability at the time it fired her.

36. Defendant's action was in retaliation for Plaintiff asking for ADA accommodations.

37. Defendant has caused Plaintiff to lose wages because of its conduct.

38. Defendant caused Plaintiff to suffer compensatory damages, including pain, suffering and humiliation.

39. Defendant, by and through its agents, managers, employees, and HR officials (many of the foregoing holding positions of authority), acted with malice or reckless indifference to the federally-protected rights of Plaintiff, and in particular: (1) refused to accommodate her disability and symptoms; (2) discriminated against her because of her ADA/ADAAA condition; (3) retaliated against her for reporting to Defendant that she had PTSD and needed help

(accommodation); and (4) failed to appropriately investigate Plaintiff's rights under the ADA/ADAAA, including but not limited to keeping current with the body of law, regulations, and EEOC guidance on this area (return-to-work situations).

40. Plaintiff's counsel has incurred attorney's fees which are recoverable under the ADA/ADAAA.

41. Plaintiff is entitled to punitive damages under the ADA/ADAAA.

### **COUNT I**

#### **AMERICANS WITH DISABILITIES ACT**

**PLAINTIFF REBECCA EARLEY v.  
DEFENDANT ALARM FUNDING ASSOCIATES, LLC,  
d/b/a ALARM FUNDING ASSOCIATES**

#### **REASONABLE ACCOMMODATION INCLUDING FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS**

42. Plaintiff incorporates paragraphs 1 through 41 herein by reference.

43. Plaintiff has an ADA-protected condition – PTSD – that meets the definition of a disability under the ADA/ADAAA.

44. Plaintiff was qualified to do the essential functions of her job, with or without reasonable accommodation.

45. Plaintiff put the employer on notice that she had a disability.

46. Plaintiff and/or her medical provider made a request for accommodation.

47. Defendant failed to engage in the interactive process with Plaintiff.

48. Defendant failed to reasonably accommodate Plaintiff.

49. Defendant required a "full duty" or "no restriction" return to work in violation of the ADA/ADAAA.

50. Defendant had no undue hardship in accommodating Plaintiff.

51. Defendant terminated Plaintiff and thus she sustained an adverse action.

52. There is a causal link between the adverse actions and the employment actions herein.

53. Plaintiff suffered damages.

WHEREFORE, Plaintiff demands the following relief: (1) wages, employment benefits or other compensation denied or lost by such violation, including front wages; (2) equitable relief such as rehiring; (3) punitive damages; (4) a reasonable attorney's fee; (5) the employee's expert witness fee, if any; (6) rehire to Defendant to her former position (with all back and future benefits she would have been entitled to); (7) damages for pain, suffering and humiliation; (8) medical expenses for additional treatment caused by the conduct of the employer; (9) interest; (10) an additional amount for the tax consequences for an award in Plaintiff's favor under the Third Circuit's ruling in Eshelman v. Agere Systems, Inc., 554 F.3d 426 (3d Cir. 2009); and (11) other costs of the action.

## **COUNT II**

### **AMERICANS WITH DISABILITIES ACT**

**PLAINTIFF REBECCA EARLEY v.  
DEFENDANT ALARM FUNDING ASSOCIATES, LLC,  
d/b/a ALARM FUNDING ASSOCIATES**

### **DISCRIMINATION**

54. Plaintiff incorporates paragraphs 1 through 53 herein by reference.

55. Plaintiff suffered an adverse employment action, being terminated, and was treated differently in the terms, conditions, and benefits of her employment than people without a disability.

56. There is a causal link between the adverse actions and the employment actions herein, including the discharge of Plaintiff.



57. Plaintiff suffered damages.

WHEREFORE, Plaintiff demands the following relief: (1) wages, employment benefits or other compensation denied or lost by such violation, including front wages; (2) equitable relief such as rehiring; (3) punitive damages; (4) a reasonable attorney's fee; (5) the employee's expert witness fee, if any; (6) rehire to Defendant to her former position (with all back and future benefits she would have been entitled to); (7) damages for pain, suffering and humiliation; (8) medical expenses for additional treatment caused by the conduct of the employer; (9) interest; (10) an additional amount for the tax consequences for an award in Plaintiff's favor under the Third Circuit's ruling in Eshelman v. Agere Systems, Inc., 554 F.3d 426 (3d Cir. 2009); and (11) other costs of the action.

### **COUNT III**

#### **AMERICANS WITH DISABILITIES ACT**

**PLAINTIFF REBECCA EARLEY v.  
DEFENDANT ALARM FUNDING ASSOCIATES, LLC,  
d/b/a ALARM FUNDING ASSOCIATES**

#### **RETALIATION**

58. Plaintiff incorporates paragraphs 1 through 57 herein by reference.

59. Plaintiff has an ADA-protected condition that meets the definition of a disability under the ADA/ADAAA.

60. Defendant knew of Plaintiff's assertions of rights and took adverse actions against her, including termination and not providing Plaintiff with reasonable accommodations and not engaging in an interactive process.

61. Defendant knew or should have known that its legal position was without merit.

62. There is a causal link between the adverse actions and the employment actions herein, including the discharge of Plaintiff.

63. Plaintiff suffered damages.

WHEREFORE, Plaintiff demands the following relief: (1) wages, employment benefits or other compensation denied or lost by such violation, including front wages; (2) equitable relief such as rehiring; (3) punitive damages; (4) a reasonable attorney's fee; (5) the employee's expert witness fee, if any; (6) rehire to Defendant to her former position (with all back and future benefits she would have been entitled to); (7) damages for pain, suffering and humiliation; (8) medical expenses for additional treatment caused by the conduct of the employer; (9) interest; (10) an additional amount for the tax consequences for an award in Plaintiff's favor under the Third Circuit's ruling in Eshelman v. Agere Systems, Inc., 554 F.3d 426 (3d Cir. 2009); and (11) other costs of the action.

#### **COUNT IV**

##### **PENNSYLVANIA HUMAN RELATIONS ACT**

**PLAINTIFF REBECCA EARLEY v.  
DEFENDANT ALARM FUNDING ASSOCIATES, LLC,  
d/b/a ALARM FUNDING ASSOCIATES**

##### **REASONABLE ACCOMMODATION INCLUDING FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS**

64. Plaintiff incorporates paragraphs 1 through 63 herein by reference.

65. Plaintiff has a PHRA-protected condition – PTSD – that meets the definition of a disability under the PHRA.

66. Plaintiff was qualified to do the essential functions of her job, with or without reasonable accommodation.

67. Plaintiff and/or her medical records put Defendant on notice that she had a disability and, based on such notice, Defendant was able to reasonably deduce a request for accommodation was made.

68. Plaintiff suffered adverse employment actions, including but not limited to termination, the requirement of a full-duty note, failure to engage in the interactive process and failure to reasonably accommodate her.

69. Plaintiff or her medical provider engaged the interactive process when a reasonable accommodation for her condition was requested.

70. Defendant did not engage in the interactive process.

71. Defendant failed to accommodate Plaintiff's PHRA-protected condition.

72. Defendant had no undue hardship in accommodating Plaintiff's requests for accommodation.

73. There is a causal link between the adverse actions and the employment actions herein, including the discharge of Plaintiff.

74. Plaintiff suffered damages.

WHEREFORE, Plaintiff demands the following relief: (1) wages, employment benefits or other compensation denied or lost by such violation, including front wages; (2) equitable relief such as rehiring; (3) a reasonable attorney's fee; (4) the employee's expert witness fee, if any; (5) rehire to Defendant to her former position (with all back and future benefits she would have been entitled to); (6) damages for pain, suffering and humiliation; (7) medical expenses for additional treatment caused by the conduct of the employer; (8) interest; (9) an additional amount for the tax consequences for an award in Plaintiff's favor under the Third Circuit's ruling in Eshelman v. Agere Systems, Inc., 554 F.3d 426 (3d Cir. 2009); and (10) other costs of the action.

**COUNT V**

**PENNSYLVANIA HUMAN RELATIONS ACT**

**PLAINTIFF REBECCA EARLEY v.  
DEFENDANT ALARM FUNDING ASSOCIATES, LLC,  
d/b/a ALARM FUNDING ASSOCIATES**

**DISABILITY DISCRIMINATION**

75. Plaintiff incorporates paragraphs 1 through 74 herein by reference.

76. Plaintiff has a PHRA-protected condition that meets the definition of a disability under the PHRA.

77. Plaintiff was qualified to do the essential functions of her job, with or without reasonable accommodation.

78. Plaintiff suffered adverse employment actions, including termination and being treated differently in the terms, conditions, and benefits of her employment than people without a disability.

79. There is a causal link between the adverse actions and the employment actions herein.

80. Plaintiff suffered damages.

WHEREFORE, Plaintiff demands the following relief: (1) wages, employment benefits or other compensation denied or lost by such violation, including front wages; (2) equitable relief such as rehiring; (3) a reasonable attorney's fee; (4) the employee's expert witness fee, if any; (5) rehire to Defendant to her former position (with all back and future benefits she would have been entitled to); (6) damages for pain, suffering and humiliation; (7) medical expenses for additional treatment caused by the conduct of the employer; (8) interest; (9) an additional amount for the tax consequences for an award in Plaintiff's favor under the Third Circuit's ruling in Eshelman v. Agere Systems, Inc., 554 F.3d 426 (3d Cir. 2009); and (10) other costs of the action.

**COUNT VI**

**PENNSYLVANIA HUMAN RELATIONS ACT**

**PLAINTIFF REBECCA EARLEY v.  
DEFENDANT ALARM FUNDING ASSOCIATES, LLC,  
d/b/a ALARM FUNDING ASSOCIATES**

**DISABILITY -- RETALIATION**

81. Plaintiff incorporates paragraphs 1 through 80 herein by reference.

82. Plaintiff has a PHRA-protected condition – PTSD - that meets the definition of a disability under the PHRA.

83. Defendant took adverse actions against Plaintiff, including termination.

84. There is a causal link between the adverse actions and the employment actions herein.

85. Plaintiff suffered damages.

WHEREFORE, Plaintiff demands the following relief: (1) wages, employment benefits or other compensation denied or lost by such violation, including front wages; (2) equitable relief such as rehiring; (3) a reasonable attorney's fee; (4) the employee's expert witness fee, if any; (5) rehire to Defendant to her former position (with all back and future benefits she would have been entitled to); (6) damages for pain, suffering and humiliation; (7) medical expenses for additional treatment caused by the conduct of the employer; (8) interest; (9) an additional amount for the tax

consequences for an award in Plaintiff's favor under the Third Circuit's ruling in Eshelman v. Agere Systems, Inc., 554 F.3d 426 (3d Cir. 2009); and (10) other costs of the action.

Respectfully submitted,

Date: 10/24/2019

BY: /s/Edward C. Sweeney  
Edward C. Sweeney, Esquire  
I.D. #64565  
Attorney for Plaintiff  
Wusinich & Sweeney, LLC  
211 Welsh Pool Road, Suite 236  
Exton, PA 19341  
Phone: 610-594-1600  
Fax: 610-594-6518  
esweeney@wspalaw.com  
Validation of signature code: ECS1942

# EXHIBIT A

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

RECEIVED

AUG 09 2019

## DISMISSAL AND NOTICE OF RIGHTS

To: **Rebecca Earley**  
**303 Falcon Lane**  
**Apt 102**  
**West Chester, PA 19382**

From: **Philadelphia District Office**  
**801 Market Street**  
**Suite 1300**  
**Philadelphia, PA 19107**



On behalf of person(s) aggrieved whose identity is  
**CONFIDENTIAL (29 CFR §1601.7(a))**

EEOC Charge No.

EEOC Representative

Telephone No.

**530-2018-04970**

**Legal Unit,**  
**Legal Technician**

**(215) 440-2828****THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:**

The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.



Your allegations did not involve a disability as defined by the Americans With Disabilities Act.



The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.



Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge



The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.



The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.



Other (briefly state)

**- NOTICE OF SUIT RIGHTS -**

(See the additional information attached to this form.)

**Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act:** This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

**Equal Pay Act (EPA):** EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission



August 5, 2019

Enclosures(s)

**Jamie R. Williamson,**  
**District Director**

(Date Mailed)

cc:

**Karolyn Harris**  
**Human Resources Director**  
**ALARM FUNDING ASSOCIATES**  
**1646 West Chester Pike**  
**Suite 31**  
**West Chester, PA 19382**

**Edward C. Sweeney**  
**WUSINICH & SWEENEY, LLC**  
**211 Welsh Pool Road, Suite 236**  
**Exton, PA 19341**